

## REMARKS

In the Office Action mailed June 15, 2007, the Examiner rejected claims 1-4, 6-10, 16-20 and 22-27 and objected to claims 21. By way of the foregoing amendments and the markings to show changes, Applicants have amended claim 1. The foregoing amendments are taken in the interest of expediting prosecution and there is no intention of surrendering any range of equivalents to which Applicant would otherwise be entitled in view of the prior art.

### I. Claim Rejections under 35 USC 112

The Office Action rejected claims 1-4, 6-10 and 16-27 under 35 USC 112 as being indefinite suggesting that the “expandable material” lacked antecedent basis. Claim 1 has been amended to replace the term “expandable material” with “activatable material” to provide antecedent basis.

### II. Claim Rejections under 35 USC 102

The Office Action rejected claims 1, 2, 9, 16, 24 and 26 under 35 USC 102 as being anticipated by Wycech (US 4,732,806). Applicants traverse these rejections and suggest that Wycech '806 may have been misunderstood in formulating the rejections.

### Claim 1

The Office Action asserts, at page 3, that Wycech '806 teaches application of heat foamable activatable material to a surface of a carrier member through application of a “one or two-part epoxy adhesive coating on the plurality of glass macrospheres” and that “epoxy expands in the plurality of voids/cavities of between reinforcing member and the walls of the vehicle structure” to form the epoxy based structural foam of claim 1. Applicants assert that neither the adhesive 22 of Wycech '806 nor the adhesive used to bond the macrospheres 24 together is a foamable material (see col. 4, lines 20-32; col. 4, lines 34-45). In particular, Wycech '806 suggests that the proportion of adhesive should be chosen such that it can, “provide sufficient adhesive to properly bond the

macrospheres together without filling the interstices therebetween” (see col. 4, lines 23-27). Applicants further note that curing of an epoxy adhesive without foaming of that adhesive typically results in shrinkage of the adhesive as opposed to expansion.

The Office Action, at page 3 thereof, also suggests that Wycech ‘806 teaches “molding (compressing in a die by stamping, col. 4, lines 1-4) the thermosettable material at an elevated temperature (room temperature is consider an elevated temperature since it is above 0 degree Celsius ...) to form a carrier member (body 18 without macrospheres 24, Fig. 1).” Applicants contend that this suggestion by the Office Action is misguided. Wycech teaches shaping of the fiberglass cloth 20 by stamping or by directly forcing the cloth 20 into a cavity of a vehicle. Since the adhesive into which the cloth has been dipped is already cured at the time of shaping (see col. 4, lines 1-5), it can not be considered a thermosettable material (i.e., a material than can still be thermoset). Thus, only the adhesive material 22 of Wycech ‘806 can be considered a “thermosettable” material. In turn, only the adhesive applied to the macrospheres can be considered the activatable material of claim 1 that is activated to form foam and, as discussed above, such adhesive is not activatable to form a foam and does not clearly even adhere to the structure of the vehicle.

#### Claim 16

The Office Action suggests, with regard to claim 16, that, “it is inherent that a fiberglass cloth includes polyester or vinyl ester as ... as its main component”. However, fiberglass cloth is typically formed of glass fibers that are formed of Silica. As such, it is not inherent that fiberglass includes polyester or vinyl ester. If this suggestion by the Office Action is maintained, Applicants request that some evidence or support be provided for the suggestion.

Further, the Office Action has failed to suggest that Wycech ‘806 employs a “heated mold” as is recited in claim 16. Applicants contend that such failure is also a

failure to establish a prima facie case of obviousness against at least claim 16 of the application.

For all of the reasons discussed above, Applicants request that the rejections under 35 USC 102 be withdrawn.

## II. Claim Rejections under 35 USC 103

The Office Action rejected claims 3, 4, 6-8, 10, 17-23, 25 and 27 as being unpatentable under 35 USC 103 in view of one or more of the following references: Wycech '806; US 5,755,486 to Wycech; US 3,692,620 to Schmidt et al.; US 5,767,177 to Omente et al.; US 5,707,473 to Agrawal et al.; US 6,103,341 to Barz et al.; and/or US 2002/0042468 to Choi et al. Applicant traverse these rejections on the grounds that claim 1 was improperly rejected and also on the grounds below.

### Claim 3

The Office Action rejected claim 3 suggesting that Wycech '486 teaches the use of vinyl resin at col. 5, lines 31-32. However, such teaching in Wycech '486 is discussed with respect to a foamable material, not a carrier for a foamable material. The vinyl resin of the claims of the present application is clearly suggested as a material for a carrier member that acts as a carrier for an activatable material. As such, the Office Action has failed to establish the use of such a vinyl material for a carrier member or any motivation to use vinyl material for a carrier member.

### Claim 10

The Office Action asserts that it would have been obvious in view of Wycech '806 to use a suitable temperature range for molding. Applicants contend that this is not the case, particularly in view of Wycech '806. Wycech '806 teaches the shaping options discussed above in relation to the 102 rejections and Wycech '806 does not discuss heating for performing such shaping. (see col. 4, lines 1-14). In contrast, the molding of

the thermosettable material of claim 10 for the present application is done at an elevated temperature for thermosetting the material of the carrier member as is made clear by the present application. There is no such thermosetting occurring in Wycech '806. As such, there is no motivation for the skilled artisan to use such an elevated temperature in conjunction with Wycech '806.

For the reasons discussed above, Applicants request that the rejection of the claims under 35 USC 103 be withdrawn.

Further, by the present amendment, it does not follow that the amended claims have become so perfect in their description that no one could devise an equivalent. After amendment, as before, limitations in the ability to describe the present invention in language in the patent claims naturally prevent the Applicants from capturing every nuance of the invention or describing with complete precision the range of its novelty or every possible equivalent. See, Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki Co., 62 USPQ2d 1705 (2002). Accordingly, the foregoing amendments are made specifically in the interest of expediting prosecution and there is no intention of surrendering any range of equivalents to which Applicants would otherwise be entitled.

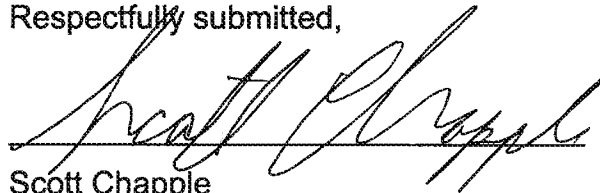
### **CONCLUSIONS**

In view of Applicants' amendments and remarks, the Examiner's rejections are believed to be rendered moot. Accordingly, Applicants submit that the present application is in condition for allowance and requests that the Examiner pass the case to issue at the earliest convenience. Should the Examiner have any question or wish to further discuss this application, Applicant requests that the Examiner contact the undersigned at (248) 292-2920.

If for some reason Applicant has not requested a sufficient extension and/or have not paid a sufficient fee for this response and/or for the extension necessary to prevent the abandonment of this application, please consider this as a request for an extension for the required time period and/or authorization to charge our Deposit Account No. 50-1097 for any fee which may be due.

Dated: 7 August 2007

Respectfully submitted,



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